



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: December 9, 2014

**DATE:** November 19, 2014  
**TO:** Board of County Commissioners  
**FROM:** Ken Retterath, Interim Director, Department of Social Services  
775-785-8600, kretterath@washoecounty.us

**THROUGH:** Kevin Schiller, Assistant County Manager

**SUBJECT:** Award Request for Proposal No. 2907-15 for Child Protection Facility Operator at Kids Kottages to Core Dynamics, LLC, 10395 Double R Blvd, Reno, Nevada 89521, to the highest scoring responsive, responsible proposer, for an estimated award amount of approximately \$3,500,000 to \$3,900,000 annually, depending on facility census. It is further recommended that the Board approve an 18 month Agreement for Child Protection Facility Operator at the Kids Kottages, commencing January 1, 2015 through June 30, 2016, with the provision for two (2) single year renewals at the County's option. (All Commission Districts)

### SUMMARY

Award Request for Proposal No. 2907-15 for Child Protection Facility Operator at Kids Kottages to Core Dynamics, LLC, 10395 Double R Blvd, Reno, Nevada 89521, to the highest scoring responsive, responsible proposer, for an estimated award amount of approximately \$3,500,000 to \$3,900,000 annually, depending on facility census. It is further recommended that the Board approve an 18 month Agreement for Child Protection Facility Operator at the Kids Kottages, commencing January 1, 2015 through June 30, 2016, with the provision for two (2) single year renewals at the County's option.

Due to the fluctuations in the actual number of children admitted and released from the shelter facilities, an exact award amount cannot be determined in advance. Average annual bed days utilized over the last 2 fiscal years is approximately 23,300. The maximum capacity for the shelter if permanently filled every day would be approximately 29,900 bed days, however a maximum capacity of that number would never be realized because of the nature of children admitted and released on an on-going basis.

**Strategic Objective supported by this item:** Safe, Secure and Health Communities.

AGENDA ITEM # 116

### **PREVIOUS ACTION**

On September 23, 2014, the Board approved Amendment #8 to Agreement for Child Protection Facility Operator at the Kids Kottage between the County of Washoe and Core Dynamics, LLC (formerly Adams and Associates, Inc.) which provided for up to three 30 day extensions of the current operating Agreement in an amount of approximately \$300,000 per month, extending the expiration to December 31, 2014.

On March 25, 2014, the Board approved Amendment #6 to Agreement for Child Protection Facility Operator at the Kids Kottage between the County of Washoe and Core Dynamics, LLC (formerly Adams and Associates, Inc.), which provided for a 90 day extension of the current contract in the approximate amount of \$300,000 per month for the operation of the Child Protection Shelter Facility, extending the expiration to June 30, 2014 with one 90 day renewal option, which was exercised as Amendment #7 and extended the expiration to September 30, 2014.

On September 24, 2013, the Board approved Amendment #4 to the Agreement for Child Protection Facility Operator at the Kids Kottages, pursuant to paragraph 35 (which allows amendment by written instrument) to provide for a 90 day extension of the current contract with Core Dynamics, LLC (formerly Adams and Associates, Inc.) in the approximate range of \$300,000 per month for the operation of the Child Protection Shelter facility, extending the expiration to December 31, 2013 with one 90 day renewal option, which was exercised as Amendment #5.

On September 28, 2010, the Board awarded Invitation to Bid 2732-10 and the contract with annual renewal options through 9/30/13, for the operation of the Emergency Child Protection Services at the Kids Kottages to Adams and Associates, Inc. (now known as Core Dynamics, LLC), amendment #2 executed on 11/20/2012, amendment #3 executed on 11/29/2012.

On June 26, 2007, the BCC awarded Invitation to Bid No. 2589-07 for Emergency Child Protection Services at the Kids Kottages, to Adams and Associates, Inc., and authorized the Purchasing and Contracts Administrator to enter into a two year agreement with the provision for a one year extension at the County's option.

### **BACKGROUND**

The Kids Kottages facilities are used for the temporary care of up to 82 neglected, abandoned, and/or abused minor children, up to and including eighteen (18) years of age, regardless of race, sex, or religious affiliation, removed into the custody of the Washoe County Department of Social Services.

In FY 2014, the daily average number of children housed in the Kids Kottages facilities was 65; and the annual total number of bed days of children housed in the Kottages totaled 23,780. The children's ages ranged from 6 months to 18 years old with the greatest average number between 6-12 years of age.

Kids Kottage I typically houses children ages 11 to 18 years of age, with a capacity of 28; KKII houses children 6 months to 18 years of age, with a capacity of 34; and KKIII (Modular) houses children age 12 to 18 years of age, and Runaway Youth, with a capacity of 20, although sibling groups and capacity issues may require cross over ages within a building.

The contract proposed in support of this award provides for 24/7 shelter operations including management, and lead and entry level caregiver staff salaries, training and benefits; food and recreation services, supervision of parental visits, products and supplies, licensures and insurances, and other operating costs.

The current agreement with the Contractor who operates the Kids Kottages shelter facilities expires on December 31, 2014. A request for proposal, RFP 2907-15, was released July 30, 2014. Proposals were acknowledged in the Washoe County Purchasing Office at 9:00 a.m. on Thursday, August 28, 2014. The RFP was duly advertised in the Reno Gazette Journal and made available thru online services of Demandstar.com.

There were 2 respondents, Core Dynamics, LLC and WestCare Nevada, Inc.; an evaluation committee scored the responses and the top scorer was Core Dynamics, LLC, formerly known as Adams and Associates. This company is the current shelter contractor and has been since the opening of Kids Kottage One in 1994.

**Responding Proposers in Ranking Order:**

Core Dynamics, LLC  
10395 Double R Blvd  
Reno, Nevada 89521

Proposal: Actual costs incurred, exclusive of mental health services, plus indirect of 7%, plus administrative fee of 5.5% on gross wages, applied to Kottage census.

(For reference purposes, the proposed methodology above equals a per child per bed day rate of \$153.02 in FY 14; contractor has proposed increases in salaries, benefits and some services and supplies that would result in an FY 15 projected rate of approximately \$165 with current census figures; and a somewhat lower rate with projected increased census figures).

WestCare Nevada, Inc.  
401 S. Martin Luther King Blvd.  
Las Vegas, NV 89106

Proposal: \$154.86 per child per bed day rate.

A significant increase has been seen in the census of children housed at the Kottages, specific to those diagnosed with mental health and behavioral needs. Because of the limited available resources, there is a need for increased mental health and treatment services within the Kids Kottages program. Based on the increased census and corresponding increased treatment needs, Washoe County released an additional Request for Proposal (RFP 2908-15) specifically for the provision of mental health treatment services within Kids Kottages, to secure a Medicaid provider to seek Medicaid funding for treatment. Award of this Request for Proposal and Contractor Agreement for mental health services at the Kottages will be presented in a separate Board of County Commission agenda item.

This two-pronged contractual approach will break the service delivery of mental health assessment and treatment services separate from Kids Kottages shelter operation services.

Therefore the mental health assessment and treatment component has been removed from the proposed shelter operating Agreement. It was an included component in the most recent contract, but will be separated in the future.

### **FISCAL IMPACT**

Estimated annual shelter operating costs are based on daily census of the number of children housed in the facilities. The FY 14 total bed days occupied were 23,780 at an approximate per bed day per child rate of \$145. The contract presented reimburses contractor for actual costs incurred for monthly shelter operations in the approximate amount of \$3,500,000 to \$3,900,000 annually, depending on facility census, and includes increases in contractor's operating costs of salaries, benefits, food and other supplies.

Sufficient funds in support of this annual contract were appropriated in the FY 15 adopted budget of the Child Protective Services Fund in cost centers 280510 and 280920, in line item 710701, Emergency Shelter Care in anticipation of these ongoing operating costs. It is anticipated that future budget authority will be appropriated in subsequent fiscal years in support of shelter operating costs. No budget amendment is necessary.

The Department of Social Services anticipates that approximately \$1.6 million of placement costs will be reimbursed to the Department through allowable shelter expenditures invoiced to the Federal Title IV-E foster care maintenance program.

**RECOMMENDATION**

Recommendation to award Request for Proposal No. 2907-15 for Child Protection Facility Operator at Kids Kottages to Core Dynamics, LLC, 10395 Double R Blvd, Reno, Nevada 89521, to the highest scoring responsive, responsible proposer, for an estimated award amount of approximately \$3,500,000 to \$3,900,000 annually, depending on facility census. It is further recommended that the Board approve an 18 month Agreement for Child Protection Facility Operator at the Kids Kottages, commencing January 1, 2015 through June 30, 2016, with the provision for two (2) single year renewals at the County's option.

**POSSIBLE MOTION**

Move to award Request for Proposal No. 2907-15 for Child Protection Facility Operator at Kids Kottages to Core Dynamics, LLC, 10395 Double R Blvd, Reno, Nevada 89521, to the highest scoring responsive, responsible proposer, for an estimated award amount of approximately \$3,500,000 to \$3,900,000 annually, depending on facility census. Further move that the Board approve an 18 month Agreement for Child Protection Facility Operator at the Kids Kottages, commencing January 1, 2015 through June 30, 2016, with the provision for two (2) single year renewals at the County's option.

Washoe County RFP 2907-15  
Child Protection Facility Operator for Kids Cottages

				Core Dynamics		Westcare
Executive Summary/Narrative Statement of Qualifications	Retterath			135	60	
Fee Structure Proposed	Retterath			70	90	
Staffing and Qualifications	Retterath			90	60	
Sufficiency of Proposed Policies and Procedures	Retterath			100	60	
Menu Plan	Retterath			45	40	
Recreation Plan	Retterath			45	30	
Activity Plan	Retterath			45	35	
Transportaion Plan	Retterath			45	25	
Mandatory Questionairre	Retterath			135	90	
References	Retterath			80	80	
Exceptions	Retterath			90	90	
Total points				<b>880</b>	<b>660</b>	
Executive Summary/Narrative Statement of Qualifications	Fine			135	90	
Fee Structure Proposed	Fine			60	100	
Staffing and Qualifications	Fine			90	70	
Sufficiency of Proposed Policies and Procedures	Fine			100	70	
Menu Plan	Fine			45	40	
Recreation Plan	Fine			45	40	
Activity Plan	Fine			45	40	
Transportaion Plan	Fine			45	35	
Mandatory Questionairre	Fine			135	105	
References	Fine			80	80	
Exceptions	Fine			80	100	
Total Points				<b>860</b>	<b>770</b>	
Executive Summary/Narrative Statement of Qualifications	LeDesma			135	75	
Fee Structure Proposed	LeDesma			40	90	
Staffing and Qualifications	LeDesma			90	50	
Sufficiency of Proposed Policies and Procedures	LeDesma			90	40	
Menu Plan	LeDesma			40	30	
Recreation Plan	LeDesma			40	30	

Washoe County RFP 2907-15  
Child Protection Facility Operator for Kids Cottages

Activity Plan	LeDesma	40	35
Transportaion Plan	LeDesma	45	30
Mandatory Questionnaire	LeDesma	120	120
References	Fine	90	70
Exceptions	Fine	50	90
Total Points		780	660

Ranking Order

Core Dynamics  
Westcare

1 2520  
2 2090

**AGREEMENT FOR  
CHILD PROTECTION FACILITY OPERATOR AT THE KIDS KOTTAGES**

THIS AGREEMENT is made between the County of Washoe hereinafter referred to as "County" and Core Dynamics, LLC hereinafter referred to as "Contractor".

W I T N E S S E T H

**1. Recitals**

- 1.1. The County requires an operator for the County-owned and equipped child protection facilities, Kids Kottage (KKI), Kids Kottage Too, Kids Kottage Modular (KKIII), and Kids Kottage Activity Center for the temporary care of up to 82 neglected, abandoned and abused minor children, up to and including eighteen (18) years of age, regardless of race, sex or religious affiliation, referred by the Director of the Washoe County Department of Social Services, hereinafter referred to as WCDSS, or designee.
- 1.2. The Contractor represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such services as shall be necessary, required or desired, by the Washoe County Department of Social Services.

**2. Scope and Intent**

- 2.1. The Contractor shall operate, staff, and maintain as separately licensed child care institution(s), and as otherwise specified herein, the County's Emergency Child Shelter Facilities, known as Kids Kottage Too and Kids Kottage Modular (III) and Kids Kottage (KKI), twenty-four (24) hours per day, seven (7) days per week, including holidays, for children described as non-delinquent, newborn to age eighteen (18) years old, regardless of race, sex, religion, or disabling conditions.
  - 2.1.1. Contractor shall maintain facility licensure under NRS 432A and NAC 432A, and maintain compliance with licensing standards, WCDSS "Program Requirements for Child Protection Institutions," and the provisions of this Agreement. Contractor shall renew said licensure yearly.
  - 2.1.2. Contractor shall maintain the operational policies and procedures manual for employees subject to approval of the County.
  - 2.1.3. Contractor shall have sole responsibility for hiring and training employees and conducting required fingerprinting and background checks.
  - 2.1.4. Under the provisions of this Agreement, live-in residency shall be prohibited.



2.1.5. Contractor shall coordinate with mental health provider(s) designated by the WCDSS in the provision of any mental health or rehabilitation services to children as recommended by mental health provider or WCDSS.

2.2. The Contractor shall operate the Kids Kottage Activity Center, scheduling its use and keeping it locked when not in use.

**3. Status of Contractor**

The Contractor shall have the status of a "Contractor" and not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the County.

**4. Term of Agreement**

This Agreement shall be for the period from January 1, 2015 through June 30, 2016.

4.1. Upon agreement of the parties, this Agreement shall be renewable in annual 12 month increments, not to exceed a total of two (2) one (1) year renewals.

4.2. In the event that Washoe County chooses to renew the Agreement, the maximum allowable increase in remuneration shall not exceed that granted the Washoe County Employees Association (WCEA) as a cost of living allowance (COLA) for the County fiscal year preceding the renewal period.

4.3. Any increase in remuneration is subject to negotiation, but regardless of negotiations may not exceed the maximum allowable increase stated above unless the County proposes a change in the scope of the Agreement.

**5. Funding-Out Clause**

In the event Washoe County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Organization hereby agrees to cancel this Agreement. The County agrees to provide 30 days written notice to the Organization in the event this situation should occur if such notice is possible. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

**6. Indemnification/Hold Harmless.**

Washoe County has established specific indemnification and insurance requirements for agreements/contracts to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Exhibit A, which is attached hereto and incorporated by reference. Indemnification and hold harmless clauses are intended to ensure that the Contractor accepts and is able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit A shall be completed prior to any payment under this Agreement.

**7. Compliance with Laws**

Contractor agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement. Contractor shall at all times be in compliance with Immigration and Naturalization Laws regarding the eligibility of its employees or subcontractors to work in the United States.

**8. Transfer of Ownership, Change of Name, Change in Principals**

Prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way, Contractor shall notify County, in the person of the Purchasing and Contracts Manager, of its intent to make said change.

**9. Waiver**

A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

**10. License and Verification**

Contractor shall pay for and maintain the following licenses:

- 10.1. Required business licenses, as appropriate.
- 10.2. Facility licensure as a "child care institution," by the Nevada State Bureau of Services for Child Care, pursuant to NRS 432A and NAC 432A "State of Nevada Regulations and Standards for Child Care Facilities". Facility shall be operated within limits of its State of Nevada license.
- 10.3. Written verification by the WCDSS indicating compliance with WCDSS "Program Requirements for Child Protection Institutions." Copies of licenses shall be given to WCDSS prior to performance of Agreement.
- 10.4. Food service permits and any other applicable licenses required by the Washoe District Health Board regulations.
- 10.5. Any other licenses which the operator is required or may be required to obtain.
- 10.6. Contractor shall be required to pay promptly when due, all required fees related to licenses.

**11. Background Investigations**

Contractor shall comply with Washoe County Code, Section 45.325 and 45.330, requiring that each applicant for a license to operate a child care facility, prospective employee of that applicant or of a person who is licensed to conduct a child care facility shall submit to the Washoe County Sheriff's Office, a complete set of fingerprints, and a written authorization for the Sheriff's Office to forward the fingerprints to the Federal Bureau of Investigation for its report; and shall also submit a written statement providing any background information requested by the Sheriff's Office including any prior criminal conviction, to enable the Sheriff's Office to conduct an appropriate investigation.

11.1. No person shall be employed as a child care facility employee unless he is a holder of a temporary work permit or work permit issued by the Washoe County Sheriff's Office.

**12. Cancellation of Agreement**

Either the County or Contractor may cancel this Agreement without penalty on ninety (90) days' written notice of intent, prior to the intended cancellation date. The County shall further reserve the right to cancel this Agreement for cause and without prior notice under the following circumstances:

12.1. In the event Contractor shall be unable to perform on this Agreement, as a result of denial or revocation of facility licensure under NRS 432A and NAC 432A, or failure to maintain operations in accordance with this Agreement and/or WCDSS' "Program Requirements for Child Protection Institutions."

12.2. In the event Contractor shall permit or subject any child lodged to abuse, sexual abuse, neglect, or punishment inflicted upon the body in any manner.

12.3. On determination of non-compliance by Contractor with any or all of the terms and conditions of this Agreement.

12.4. On evidence that the Contractor shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the Contractor, or on evidence of any other indication that the legal or financial situation of the Contractor shall preclude the ability of the Contractor to continue to operate successfully.

12.5. On evidence that Contractor is delinquent on any fees due for required licensure.

**13. Close-Out Costs**

In the event the County shall terminate this Agreement or the Agreement is not extended, the Contractor shall be entitled to receive all costs reimbursable under this Agreement, not previously paid, for performance rendered prior to the effective date of termination.

- 13.1. In addition, the Contractor shall be entitled to the following remuneration identified specifically as "close-out" costs:
  - 13.1.1. Any earned or accrued benefits for staff and severance pay of two (2) weeks for all employees authorized by WCDSS who work through the date of termination. Contractor shall provide verification of all severance pay considered due at termination of the Agreement.
  - 13.1.2. Reimbursement of insurance premium payments that are not refundable on a pro-rated basis up to a maximum of six months reimbursement.
  - 13.1.3. If termination of the Agreement is other than upon the expiration date, reimbursement for all equipment lease/rental charges attributable to early termination, including van expenses. Such reimbursements shall be limited to a maximum of six months charges.
- 13.2. In the event this Agreement is terminated for cause, without prior notice, as indicated in Section 12, no closeout costs shall be allowed.
- 13.3. Should the County cancel the Agreement and such cancellation results in the requirement for more than one financial review within a year's time period, the Contractor will bill and the County will pay the actual cost of the additional independent CPA review.

#### **14. Contractor Obligations**

During the term of this Agreement, the Contractor shall:

- 14.1. Operate the facilities twenty-four (24) hours per day, seven (7) days per week as follows:
  - 14.1.1. Kids Kottage (KKI), Kids Kottage Too (KKII) and Kids Kottage Modular (KKIII) shall be operated as a residential facility to children.
  - 14.1.2. Placement and Discharge
    - 14.1.2.1. If not limited by age restrictions, Contractor shall be authorized to determine whether children admitted on an emergency shelter basis shall be housed in either Kids Kottage, Kids Kottage Too or Kids Kottage Modular (KKIII).
    - 14.1.2.2. If a child has been duly admitted to the Kids Kottages he/she may not be discharged from it without the consent of WCDSS.
    - 14.1.2.3. The County may authorize placement of children in any one of the Kids Kottage facilities if the census or circumstances require such placement.

- 14.2. Receive, care for, and supervise all children placed by WCDSS, which shall include non-delinquent children, ages newborn to eighteen (18) years of age, regardless of race, sex, religious preference, or disabling condition, subject to the limitations in Section 14.2.1. WCDSS shall not place, nor shall Contractor be obligated to accept, any other children at any facility operated by Contractor without Contractor's prior written consent.
- 14.2.1. WCDSS shall not place at any facility operated by Contractor, nor shall Contractor have any obligation to receive, care for or supervise, any child that County or WCDSS reasonably knows, (i) has engaged in or been accused of any sexually predatory behavior; (ii) is physically violent or abusive; or (iii) poses any danger to the health, welfare and safety of any person at the facility. WCDSS shall immediately notify Contractor, in no event later than four (4) hours after discovery, of learning that any child residing at the Contractor's facility falls within any of the three preceding categories in (i) through (iii) above.
- 14.2.2. In the event Contractor, in its sole and absolute discretion, determines that any child in its facility falls within any of the three categories in (i) through (iii) in paragraph 14.2.1, Contractor may refuse to receive or care for such child and may immediately demand WCDSS and/or County remove such child from Contractor's facility. Should WCDSS and/or County fail to do so within twenty-four (24) hours of receipt of written notice from Contractor to remove any such child, WCDSS and County shall indemnify, defend and hold harmless Contractor, its officers, employees, authorized agents, and subcontractors from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action of any nature whatsoever, including without limitation bodily injury, death, or property damage, arising from or related to any acts or omissions of such child until such child is removed from Contractor's facilities.
- The foregoing obligations of County and WCDSS shall not be diminished, waived, reduced, or affected by any act or omission of Contractor with respect to the care or supervision of such child.

- 14.2.3. The parties acknowledge and agree that the County and/or WCDSS may, from time to time, assume supervision custody or control over certain children in conjunction with administering tests or providing care of such children. Contractor shall not be liable for, and WCDSS and County shall indemnify, defend and hold harmless Contractor, its officers, employees, authorized agents and subcontractors from and against, any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action of any nature whatsoever, including without limitation bodily injury, death, or property damage, arising from or related to any child during the time such child is under the supervision, custody or control of the County and/or WCDSS.
- 14.3. Provide a program, which meets the day-to-day physical, nutritional, emotional, educational, recreational, developmental, and other growth needs of children placed.
- 14.4. Maintain an adequate supply of clothing, provided by WCDSS, on-site for children housed.
- 14.5. Enroll school-aged children in school within one (1) workday of placement and ensure each child's transportation to school, unless otherwise directed by WCDSS.
- 14.6. Supply a camera capable of producing instant photographs and provide WCDSS with two (2) photographs of every child placed and upon WCDSS request with a third photograph.
- 14.7. Prohibit child abuse or neglect and corporal punishment.
- 14.8. Arrange, with the assistance of WCDSS, for child health screening by a registered nurse as available and requested.
- 14.9. Arrange to collaborate with mental health provider or WCDSS for mental health assessment, as outlined by WCDSS, within 5 days of placement for each child placed 3 days or more unless WCDSS has given approval for assessment of a child who has been in placement fewer than 3 days.
- 14.10. Prohibit smoking within the Kids Kottage, Kids Kottage Too, Kids Kottage Modular (KKIII), and Kids Kottage Activity Center buildings.
- 14.11. Monthly, provide the County with:
- 14.11.1. Staffing log indicating Kids Kottage staff by shift, Kids Kottage Too staff by shift, and Kids Kottage Modular (KKIII) staff by shift; and
- 14.11.2. A report showing Kids Kottage, Kids Kottage Too, and Kids Kottage Modular (KKIII) salary, benefits, and support costs.

- 14.12. Cooperate fully with any County or independent audit of the program performed annually or at other times as may be requested; and provide any and all documentation as requested to support and justify any operational expenditure incurred and invoiced to WCDSS, including time and payroll records.
- 14.13. Maintain hiring and personnel practices which are non-discriminatory.
- 14.14. Remove from the facility any employees deemed objectionable by WCDSS.
- 14.15. Furnish the County with monthly census and financial reports by the 10<sup>th</sup> of the month following the period of invoice, an annual program report by September 1st of each calendar year, and other reports on a regular or intermittent basis as may be requested.
- 14.16. Acknowledge that all records concerning the program, its procedures and operations, its residents and employees, its food service operation, shall be the property of County, and shall be released to the County upon request and upon termination of the Agreement.
- 14.17. By 10 a.m. each morning provide the WCDSS designee with identifying information about each child placed or released since the last such report.
- 14.18. Furnish the County with a means by which Contractor can be contacted at any time, day or night.
- 14.19. Bear responsibility for all Social Security, income tax withholding, unemployment compensation, workers' compensation insurance, and any other taxes, insurances, or payroll deductions which may be required by law or contract for or on behalf of Contractor's employees. County shall be expressly relieved from any of the above-stated obligations.
- 14.20. Submit no later than January 31, 2015 a manual of policies and procedures for shelter operation acceptable to the County.
- 14.21. Any subsequent proposals for modification to the policies and procedures manual shall be submitted to WCDSS with the proposed changes clearly marked in a manner such that they can be replicated by photocopying.
- 14.22. Neither conduct nor permit the operation of any other business on the premises.
- 14.23. Maintain a confidential posture consistent with WCDSS policies and procedures respecting any child placed or his family and prohibit visitors to the shelter except as authorized by WCDSS.
- 14.24. Provide a maximum of thirty-two (32) hours per week, including some evening hours, sight supervision to parents visiting their children.
- 14.25. Prohibit still or video photography of children in residence except as authorized by WCDSS.

- 14.26. Refrain from giving interviews concerning the shelter or its operation except as authorized by WCDSS.
- 14.27. Provide monthly long-distance telephone service to enable either the children or employees of the County to receive or initiate long-distance telephone calls, not to exceed \$50.00 per month, related to the placement of the children.
- 14.28. Pay for employee work permits and certifications, fingerprinting and background checks as required by licensing requirements and the provisions of this Agreement.
- 14.29. Maintain written child care policies and procedures approved by WCDSS.
- 14.30. Retain on site for a period of at least one (1) year all records required under Section 14.16 and 14.20 of this Agreement and archive with the County any records older than one (1) year not retained on site whose further retention the County requires.
- 14.31. Provide the County, by September 30 of each year that this agreement is in effect, with a CPA (Certified Public Accountant) reviewed annual statement of the fiscal operations at the Kids Kottages shelter for the previous June 30<sup>th</sup> fiscal year end. The review shall include a reconciliation of actual costs incurred for the fiscal year end to the monthly billings submitted to the County by Contractor and will include all costs, direct and indirect, associated with the agreement. A similar review will be required to be submitted by Contractor to the County within 90 days of termination or non-renewal of this Agreement.
- 14.32. Within 3 work days provide to WCDSS any programmatic documentation or other information requested to support WCDSS' participation in State or Federal reimbursement programs.

## **15. Certification**

- 15.1. The Contractor must certify in writing, in the format provided by the County, that to the best of its knowledge and belief that it and its principals
  - 15.1.1. Are not disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 15.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction;



- 15.1.3. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 15.1.4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated above;
- 15.1.5. And have not had within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 15.2. Any false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 101, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.
- 15.3. Contractor is required to inform County of any investigations of the company or individual employee(s) by any authority within five (5) business days of the start of such investigation.

**16. Facility Operation Requirements**

Contractor shall be responsible for the following operational requirements:

- 16.1. Achieve licensure and maintain all licenses required under Section 10.
- 16.2. Ensure routine facility maintenance and cleanliness.
- 16.3. Facilitate regular maintenance checks by County personnel.
- 16.4. Submit for County approval a facility inspection, maintenance and work order request system with respect to County equipment and furnishings by January 31, 2015.
- 16.5. Notify County within twenty-four hours of any situation which threatens the safety of any child in placement.
- 16.6. Notify County of any damaged County equipment, enumerated in pre-opening and subsequent inventories, according to the following schedule:
  - 16.6.1. Notify County within twenty-four hours for damage to property valued at \$150.00 or more, or emergency situations, defined as any situation whereby operations are affected to the point of non-compliance with Nevada Licensing standards, WCDSS "Program Requirements for Child Protection Institutions," or the terms and conditions specified in this Agreement.

- 16.6.2. Notify County within one (1) week for non-emergency situations or property damage valued at less than \$150.00.
- 16.6.3. Contractor's equipment shall also be repaired or replaced, by Contractor, according to the schedule indicated above.
- 16.6.4. Notify County within 24 hours of damage to property of others or of personal injury to anyone.
- 16.6.5. Conduct a semi-annual inventory of all County-owned equipment at the facility, and assume financial responsibility for replacement costs of damaged or missing County-owned equipment when the contractor's staff is found to be negligent. A copy of the inventory shall be provided to WCDSS annually by September 30.
- 16.7. Obtain WCDSS approval prior to modifying the designated function of any room within the facility.
- 16.8. Obtain WCDSS approval prior to installing equipment in or about the facility.
- 16.9. Ensure that all personal property under Contractor's care is safeguarded and that the clothing and personal care items of all children in care are hygienically maintained.
- 16.10. County shall be absolved of liability for loss of personal belongings under circumstances involving vandalism, theft, or Contractor negligence.
- 16.11. Provide on-site photocopying.
- 16.12. Adhere to the manuals, schedules and plans submitted during the proposal process and under this Agreement unless extenuating circumstances acceptable to WCDSS arise.

**17. Food and Recreation Requirements**

Contractor shall provide the following minimum food and recreation requirements of children in residence:

- 17.1. Purchase food and serve a minimum of three (3) nutritious meals per day plus three (3) snacks planned in consultation with a Registered Dietician.
- 17.2. Adopt policies and procedures acceptable to WCDSS, which reflect the need of children in the shelter to have food readily available and in reasonable quantity.
- 17.3. Provide a written weekday, weekend, and school-holiday recreation program, planned in consultation with a person knowledgeable about children's recreational and developmental needs and planned in consideration of the diverse ages of children who may be received for care.

## 18. Transportation Requirements

Contractor shall agree to adhere to the following transportation requirements:

- 18.1. Provide as a minimum automobile transportation in the form of two (2) vehicles at least 7-passenger vans, or an equivalent acceptable to the County, and necessary staff sufficient to safely transport children under care.
- 18.2. Provide and maintain vehicles in good and safe operating condition.
- 18.3. Maintain automobile insurance as specified in Exhibit A.
- 18.4. Require drivers to hold current automobile operator licenses.
- 18.5. Prohibit any employee who accumulates eight or more demerits from operating a vehicle while performing duties pursuant to this Agreement.

## 19. Staff Qualifications

Contractor shall be responsible to:

- 19.1. Provide qualified staff to supervise children entrusted for care.
- 19.2. Establish minimum qualifications for employment as a child caregiver, which shall meet the following criteria:
  - 19.2.1. **Facility Director** - Mandated criteria shall include graduation from an accredited college or university with a minimum of fifteen (15) semester credits in the social sciences, and two (2) years of full-time paid experience in a licensed, accredited, or otherwise credentialed residential program for children in a supervisory or administrative capacity; or an equivalent combination of education and experience. Two (2) years experience in a residential program coupled with two (2) years supervisory experience shall be deemed equivalent to two (2) years supervisory or administrative experience in a residential program.
  - 19.2.2. **Lead Caregiver** - (Head person supervising a group of children). Recommended criteria shall include a minimum of two (2) years of college which shall include at least fifteen (15) semester credits in the behavioral sciences or closely related field, and two (2) years of full-time paid experience working with children; or an equivalent combination of education and experience. However, semester credit requirements in the behavioral sciences shall not be waived.
  - 19.2.3. **Entry-level Caregiver** - Two (2) years of college; or equivalent combination of education/experience working with children.
- 19.3. Require all employees and volunteers to obtain a Washoe County Sheriff's Work Permit for Child Care.

**20. Staff Training**

Contractor shall provide a program of initial and ongoing training to all caregiver staff, and shall assume all cost of such training and certification of staff.

- 20.1. Initial training program shall include courses in first aid, CPR, infectious disease control, child development, infant care, adolescent behavior, "Age-Appropriate Discipline." and child abuse and neglect dynamics. Staff shall receive such training prior to, or within ninety (90) days of commencement of employment at the facility.
- 20.2. Initial and ongoing training shall conform to WCDSS "Program Requirements for Child Protection Institutions" and shall include valid CPR certification.
- 20.3. By January 31, 2015, Contractor shall submit an initial and ongoing training schedule for WCDSS review and approval.

**21. Staffing Level, Positions, Salaries, and Benefits**

Contractor shall hire and maintain, at each facility, sufficient, adequately-qualified and adequately-trained staff to maintain a minimum caregiver-to-child ratio as follows:

- 21.1. For children under two (2) years of age (0-24 months) and special needs children:
  - 21.1.1. At Kids Kottage, one (1) caregiver to three (3) children from 7 a.m. to 11 p.m. and one (1) caregiver to four (4) children from 11 p.m. to 7 a.m.
  - 21.1.2. At Kids Kottage Too, one (1) caregiver to three (3) children from 7 a.m. to 9 p.m. and one (1) caregiver to four (4) children from 9 p.m. to 7 a.m.
  - 21.1.3. At Kids Kottage Modular (KKIII): No children under two years of age may be housed at Kids Kottage Modular.
- 21.2. For children two (2) years of age and older:
  - 21.2.1. At Kids Kottage one (1) caregiver to eight (8) children from 7 a.m. to 11 p.m. and one (1) caregiver to fourteen (14) children from 11 p.m. to 7 a.m.
  - 21.2.2. At Kids Kottage Too one (1) caregiver to eight (8) children from 7 a.m. to 9 p.m. and one (1) caregiver to fourteen (14) children from 9 p.m. to 7 a.m.
  - 21.2.3. At Kids Kottage Modular one (1) caregiver to eight (8) children from 7 a.m. to 11 p.m. and one (1) caregiver to fourteen (14) children from 11 p.m. to 7 a.m.

- 21.3. For Children over 2 years of age with Special Needs:
- 21.3.1. Children over two with special needs, one (1) caregiver to three children from 7:00 a.m. to 11:00 p.m. and one (1) caregiver to fourteen (14) children from 11: p.m. to 7:00 a.m. Contractor agrees to request the previous agreed upon nighttime ratio for special needs children of one (1) caregiver to four (4) children if the needs and supervision of a child or children warrants the special request.
  - 21.3.2. Special needs children are those who require extra adult supervision and attention. The designation as special needs child shall be by mutual agreement between the Contractor and the Director of the Department of Social Services or designee. In extraordinary circumstances, the Social Services Director or designee may approve intensive supervision consisting of one caregiver to one child from 7:00 a.m. to 11:00 p.m. or for 24 hours per day.
- 21.4. A minimum of two (2) caregivers shall be provided, at all times, in each facility when children are present except that only one caregiver is required at the Kids Kottage Activity Center if the number of children is such that the caregiver-to-child ratio requirements listed in Sections 21.1 through 21.3 require that only one caregiver be present.
- 21.5. Failure by Contractor to meet minimum caregiver-to-child ratio requirements set forth above may result in a penalty to Contractor of \$100.00/per absent caregiver plus \$38.00/per child unit in excess of minimum ratio requirements. Contractor must achieve ratio coverage within two (2) hours of a child placement, which created a requirement for additional staff.
- 21.6. A caregiver is an adult employee of the Contractor who is actively engaged in supervising, working with, and attending to the needs of children in residence. These activities may include child intakes, visit supervision, and unforeseeable short-term administrative response such as telephone response.
- 21.7. The staff-to-child ratio shall be computed and maintained separately for each building.

- 21.8. The Contractor shall:
- 21.8.1. Schedule staff for no more than ten (10) hours per day, except up to twelve (12) hours per day during children's non-waking hours, and no more than forty (40) hours per week.
  - 21.8.2. Ensure that all staff remain awake while on duty.
  - 21.8.3. In addition to caregiver staff, maintain a staff which includes the following full-time positions:
    - 21.8.3.1. One administrative director responsible for the operation of all facilities. The administrative director qualifications shall include four (4) years of successful administrative experience in a position whose duties included oversight responsibility for program operations and employee performance;
    - 21.8.3.2. One facility director (a Director of Shelter Facilities) who meets the qualifications specified in the Nevada Administrative Code, Sections 432a.300 and 432a.440 and in Section 27 of this Agreement;
    - 21.8.3.3. One receptionist on duty during WCDSS' business hours;
    - 21.8.3.4. One Food Services Manager and two cooks to cover all meal planning and preparation of all lunches and dinners;
    - 21.8.3.5. One employee whose exclusive assignment is to perform janitorial and maintenance functions; and
    - 21.8.3.6. Two employees whose exclusive assignment is to transport the children to required appointments, Mondays through Fridays, during normal business hours in a County-approved, insured vehicle. Additional staff maybe required to provide transportation for additional required appointments. Staff transporting children must be accessible during normal workdays by cellular phone which is to be provided and paid for by Contractor.
    - 21.8.3.7. A Recreation Supervisor to provide Activity Center management for children placed at the Kids Kottages.
  - 21.8.4. Maintain a supervisor or designated person-in-charge at each building during times children are present.
  - 21.8.5. Maintain a viable cadre of available and trained on-call personnel.

21.9. The exact number of employees and hours may vary as necessary to fulfill the obligations of this Agreement based upon the number of children or special needs of the children in residence at any given time.

21.10. If Contractor requests an increase in payment pursuant to Section 4.2 of this Agreement (the maximum allowable increase in remuneration shall not exceed that granted the Washoe County Employees Association (WCEA) as a cost of living allowance (COLA) for the County fiscal year preceding the renewal period), Contractor is responsible to provide each full-time staff an annual cost of living increase as is appropriate which shall be paid from the ensuing increase in payment and shall not be in addition to that payment.

## **22. Hazardous Substances and Materials**

Contractor shall maintain on-site, Material Safety Data Sheets (MSDS), as defined and prescribed in 19 C.F.R. Section 1910.1200, for all hazardous substances purchased by Contractor.

22.1. Contractor shall apprise personnel of the hazards to which they may be exposed in using, handling, transporting, or disposing of hazardous substances, and to obtain medical treatment for those who may be affected by the substance.

22.2. Contractor shall immediately report all spills of hazardous substances to the County Hazardous Material Specialist in the Environmental Health Department at (775) 328-2434, and then contact the County Risk Manager or Safety Officer at (775) 328-2071.

## **23. County Obligations**

County shall:

23.1. Maintain the exterior of the facilities and grounds, including landscaping and snow removal, and any permanently-installed fixtures.

23.2. Maintain the interior equipment which is permanently attached to the structures, and County-owned washers, dryers, refrigerators, freezers, televisions, telephones, and data processing equipment.

23.3. County shall repair or replace such equipment and appliances that may become damaged or inoperable, unless the repairs or replacement needed were caused by the negligence of the Contractor or any of their employees.

23.4. Maintain the interior of the facilities according to the current maintenance schedule for other County buildings, to include the correction of any physical safety hazards or violations, limited to carpet shampooing, window washing, painting, and carpet replacement as may be required.

- 23.5. As described in Section 24, pay for children housed at the facility for the date placed and each subsequent date thereafter but excluding the day of removal; however, payment will be made when date placed and date of removal are the same day.
- 23.6. Consider Contractor's equipment requests and install that equipment approved by WCDSS and within the WCDSS budget.
- 23.7. Arrange for locked freezer storage.
- 23.8. Provide telephone equipment, installation and monthly local service.
- 23.9. Provide WCDSS assistance, when able, to Contractor in scheduling training.
- 23.10. Provide clothing, except diapers, for all children housed.
- 23.11. Assume responsibility for the costs of health screening and necessary medical or dental treatment. In case of dispute, WCDSS will determine necessity.
- 23.12. Monitor caregiver-to-child ratio compliance of Contractor, not less than three (3) times per calendar month. Contractor's failure to meet minimum caregiver-to-child requirements may result in monetary penalties, as defined above in Section 21.5.

## **24. Compensation**

### **Monthly Payment –**

24.1. Washoe County agrees to a determination of a per bed day rate per child, and pay contractor actual costs for operating Kids Kottage, Kids Kottage Too, and Kids Kottage Modular (KKIII) based on the number of children residing in the shelter as outlined in 23.5., plus a general and administrative indirect fee of 7% on all direct costs, plus a 5.5% fixed cost fee on salaries and wages.

24.1.1. Direct Costs – The costs incurred based on the number of children residing in the shelter shall be calculated based upon the actual amounts paid by Contractor for the following:

24.1.1.1. Salaries and benefits to approved staff, necessary to maintain caregiver-to-child supervision ratios and appropriate oversight as detailed in Section 21, and related employment and recruitment costs, and approved training and travel costs.

24.1.1.2. Food served and recreation provided to children residing in the shelter, as detailed in Section 17.

24.1.1.3. Supervision of parental visits.



24.1.1.4. Day to day personal care and hygiene products for children and routine haircuts.

24.1.1.5. Cleaning and cleaning products needed for kitchen and facility cleaning and maintenance, including vacuum cleaners in each building.

24.1.1.6. Allowances provided to children as approved in writing by WCDSS.

24.1.1.7. Over the counter medications, first aid supplies, and miscellaneous medical supplies.

24.1.1.8. Facilities' licensure costs, insurances, daily operating costs including telephones, copy machines, photographic equipment, automobiles and maintenance, supplies, and other operating costs necessarily to run the facility.

24.1.1.9. Miscellaneous additional costs as agreed upon in writing between the contractor and WCDSS.

24.1.2. A general and administrative indirect fee of seven percent (7%) applied to all direct costs will be paid under this agreement. This amount shall be the maximum indirect amount allowed under this agreement. Contractor will provide the County with a copy of the annual general and administrative overhead rate approved by the Federal Government annually.

24.1.3. A fixed cost fee of five and one half percent (5.5%) applied exclusively to shelter staff salaries exclusive of fringe benefits shall be paid under this agreement. This amount shall be the maximum fixed cost fee amount allowed under this agreement.

24.2. Contractor's monthly invoice shall include detailed breakdown of actual costs incurred by category, monthly census, and per bed per day per child rate calculation and be received by the County by the 10<sup>th</sup> of the month following the period of invoice.

24.3. Contractor will be allowed to request increases (or decreases) in compensation at the end of the initial 18 month contract period, to be applied toward future contract periods, provided the increases are detailed in writing, with justification and approved by WCDSS. Increases requested shall not exceed that granted by the Washoe County Employees Association (WCEA) as a cost of living allowance (COLA) for the fiscal year preceeding the renewal period.

24.4. The County shall not render payment in advance of services performed. The County shall pay upon receipt of correct, final invoice only. Incorrect invoices will be returned for correction.

24.5. All invoices shall be electronically sent to SS-Bookkeeping@washoecounty.us or mailed to the Washoe County Department of Social Services, Attn: Bookkeeping, PO Box 11130, Reno,NV, 89520-0027.

24.6. Contractor shall receive no other compensation other than that outlined in this agreement. Contractor shall not propose nor receive differing compensation methods or other compensation during the contract period.

**24.2. Location of Facilities**

The facilities shall be located at the following addresses:

Kid Kottage	Kids Kottage Too	Kids Kottage Modular (KKIII)
2095 Longley Lane	2075 Longley Lane	2075 Longley Lane
Reno, NV 89502	Reno, NV 89502	Reno, NV 89502

Kids Kottage Activity Center  
2085 Longley Lane  
Reno, NV 89502

**25. Integration**

This Agreement shall represent the entire, integrated agreement between the parties and the Agreement, together with all exhibits and properly executed amendments hereto, supersede all prior negotiations, representations or agreements either oral or written, unless such matters have been incorporated herein and added by amendment hereto. This Agreement may only be amended by a written instrument signed by both parties.

**26. Third Party Rights**

This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

**27. Limited Liability**

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

**28. Exclusive**

This Agreement has been entered into as a result of a competitive proposal process through which Contractor was selected to provide the services stated herein to WCDSS on an exclusive basis during the term of this Agreement.

**29. Governing Law/Miscellaneous**

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. The venue to resolve any dispute or interpretation matter arising out of this Agreement shall be in the state court located in Washoe County, Nevada. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement that can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

**30. Notices**

Except as otherwise specified, all notices under this Agreement shall be in writing. Notice to Contractor shall be addressed to:

Roy Adams, President  
Core Dynamics, LLC  
10395 Double R Boulevard  
Reno NV 89521

Notice to County shall be addressed to:

Washoe County Department of Social Services  
Director  
P.O. Box 11130  
Reno NV 89520-0027

**31. Notice To Proceed**

Washoe County Purchasing shall issue a written Notice to Proceed, in the form of a Washoe County Purchase Order, upon execution of this Agreement. Contractor shall not perform on any portion this Agreement without providing satisfactory insurance certificates.

31.1. Upon facility licensure, said license shall also be required. Failure to maintain facility licensure, attributable to the Contractor, shall be grounds for termination.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

**COUNTY OF WASHOE**, by and through its  
Board of County Commissioners

By \_\_\_\_\_  
Chairman, Washoe County Commission

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This instrument was acknowledged before  
me on \_\_\_\_\_, 2014 by

\_\_\_\_\_.

\_\_\_\_\_  
NOTARY

**Child Protection Facility Operator at the Kids Kottages  
Insurance and Indemnification Requirements  
Exhibit A**

**33. Indemnification Agreement**

- 33.1. By Contractor: The Contractor agrees to indemnify, defend and hold harmless County, its officers, employees, authorized agents, and volunteers from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, including damage to Contractor's property or injury to Contractor's employee caused by any negligent act, omission or failure on the part of Contractor, its employees, authorized agents, representatives or subcontractors arising out of the performance by such indemnifying party of Contractor's obligation under this Agreement, except to the extent (i) proximately caused by the negligence or willful acts or omissions of the party indemnified or its officers, employees, authorized agents or volunteers, (ii) arising out of or related to any breach by County of the provisions set forth in Section 14.2.1, (iii) except as other-wise provided in Sections 14.2.2 and 14.2.3.
- 33.2. By County: Subject to all applicable laws and without waiving its statutory protections, County agrees to indemnify, defend and hold harmless Contractor, its officers, employees, authorized agents, and subcontractors from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, including damage to County's property or injury to County's employee or volunteers, caused by any negligent act, omission or failure on the part of County, its employees, authorized agents, representatives or subcontractors arising out of the performance by such indemnifying party of County's obligations under this Agreement, except to the extent proximately caused by the negligence or willful acts or omissions of the party indemnified or its officers, employees, authorized agents or volunteers.

**34. General Insurance Requirements**

Contractor shall purchase Workers' Compensation, general liability, automobile liability, and property insurance.

**35. Workers' Compensation Insurance (Industrial Insurance)**

- 35.1. It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

**Child Protection Facility Operator at the Kids Kottages  
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- 35.2. Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.
- 35.3. It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

**36. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- 36.1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
- 36.2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
- 36.3. Property coverage in an amount agreeable to the County, for the purpose of covering Contractor's own property.
- 36.4. If the Contractor fails to provide insurance that is satisfactory to the County as specified herein, the County reserves the right to procure required insurance coverages from other than the Contractor's source if it is determined to be in the County's best interest.
- 36.5. Sexual Molestation Coverage: Contractor will provide the coverages at the County's specified limits for both indemnification of losses and defense costs arising out of sexual misconduct claims.
- 36.6. Professional Liability: Contractor will provide coverage for Professional Liability at a limit of \$1,000,000 per occurrence/\$3,000,000 aggregate.
- 36.7. Umbrella Liability: Contractor will provide Umbrella Liability at a limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. This coverage is to be written on a follow form basis following form with the underlying General Liability, Auto Liability, Abuse & Sexual Molestation, Professional Liability and Employers Liability (Industrial).

**37. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County Risk Management Division. The County reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement.

**Child Protection Facility Operator at the Kids Kottages  
Insurance and Indemnification Requirements  
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Any changes to the deductible or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the County Risk Manager prior to the change taking effect.

**38. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

- 38.1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the County's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- 38.2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it in any way.
- 38.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 38.4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 38.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

**39. Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. The County, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning the Contractor and its insurance carrier. The Contractor's insurer shall be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**40. Verification of Coverage**

Contractor shall furnish the County with certificates of insurance and with original

**Child Protection Facility Operator at the Kids Kottages  
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endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the contracting department and be received and approved by the County before work commences.** The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

**41. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**42. Miscellaneous Conditions**

If the Contractor or any subcontractor fails to maintain any of the insurance coverages required above, the County may purchase such insurance to cover any damages which said County may be liable to pay through any of the operations under this Contract and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract.

- 42.1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of County, caused in whole or in part by Contractor negligence, or negligence by any subcontractor, or anyone employed, directed or supervised by Contractor.
- 42.2. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from his operations or the operations of any subcontractor under him.
- 42.3. Contractor shall not be liable for normal "wear and tear" on County-owned equipment or property.



## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective supplier, \_\_\_\_\_, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. My explanation is attached.

---

Signature

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Date